

ANNUAL REPORT  
OF THE  
STATE BOARD OF CONCILIATION  
AND ARBITRATION

FOR THE YEAR ENDING DECEMBER 31, 1918



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SUPERVISOR OF ADMINISTRATION.

**WILLARD HOWLAND, Chairman**

**CHARLES G. WOOD**

**J. WALTER MULLEN**

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**BERNARD F. SUPPLE, Secretary**

**Room 134, State House, Boston**



## CONTENTS

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	PAGE
Introduction, . . . . .	7
Reports of cases, . . . . .	17
Mediation, . . . . .	80
Normality, . . . . .	82
Index, . . . . .	93



## THIRTY-THIRD ANNUAL REPORT.

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*To the Senate and House of Representatives in General Court assembled.*

During the campaign of 1918, when skilled labor had passed in large numbers to the camp and battlefield, and the industrial void was occupied in part by non-combatants of both sexes unaccustomed to their allotted tasks, the Federal government, in controlling the factories and plants which produced the munitions and machinery of war, or the food and clothing to supply our armies and relieve the people of friendly nations, became the organizer of industry and the greatest patron of labor. Managerial skill, raw materials, capital and financial acumen were drawn from the manufacture of civilian goods. The manifold activities of free competition submitted with unanimous consent to the simple discipline of a business that had no rival. The accumulated wealth of prolonged prosperity was cheerfully placed at the government's disposal; business concentrated; new machinery, special tools and unparalleled operating expenses entailed heavy indebtedness; the prices of commodities rose rapidly, and increasing wages and bonuses were granted wherever labor's demand had not been satisfactorily anticipated. With every stimulus to prompt production, the shortage of labor and its constant demands imperilled the timely performance of government contracts in the earlier months of the year. The latter part of the year brought

new and additional cares. An epidemic caused a month's delay in the delivery of orders at a time when supplies were needed to sustain military operations. While endeavoring to recover lost time by lengthening the work day with hours borrowed from the night, a suspension of certain orders led some manufacturers to believe that military stores had been overstocked; that contracts were about to be canceled, perhaps without redress, — an example that might be followed by an era of bad faith in business. The government, however, retained its control of the market and remained as a buyer. Prophets of early victory claimed that occupations and investments were insecure without definite assurance of the release of materials for commercial manufacturing in time to prevent idle hands, and mischief to factory organization; they argued that the scrapping of costly machines and the dismantling of special plants would inaugurate a period of liquidation. Whatever forecast of shrinking values preoccupied the management, labor would abate none of its demands while overtime work was required and the necessities of life were high priced.

On the sudden collapse of the enemy, stranger solitudes arose. The government made wise adjustments to safeguard private interests and retired from productive management. In facing an approach to civil conditions business exhibited opinions as diverse as the expected opportunities of private enterprise. The return to normal conditions operates more slowly than war's alarm. The multiple projects of peace do not mature in equal periods to coalesce in a unique response. The exhilaration of prospective freedom was tempered by prudence not too excessive, considering that the day of con-



firmed peace had not arrived with its ratified engagements that invite initiative and assure continuity of operation. The memorable year closed over a labor situation clouded with uncertainty. All hands are still busy in the new year, with high-priced labor and commodities. Capital and enterprise endeavor to keep a going concern alert for business when once the designs of reconstruction shall have been reduced to definite plans. The event will justify any present activity if care is taken to avert unemployment and labor troubles. To that end employers and employed should adopt the means prescribed by law to maintain friendly relations. Organized labor professes in all its constitutions that it desires peaceful adjustments, and contends that the employer's attitude, which brought unions into existence, is the chief cause of industrial trouble. In a commonwealth of representative government it accords with every reasonable view that the candid opinion of most actual employees, whether or not included in the three or four nation-wide groups of trades-unions, is correctly expressed by the accredited representatives of the essential occupations that constitute the regular labor movement.

Conferences of parties are best fitted to clear away misunderstandings and unintentional wrongs, and to explain accidents, mistakes and offences against the pride, honor or prestige of a party. When policies clash there is no better approximation to what is due on one side and the other than the accommodation which results from a conference; for even when the parties disagree the meeting yields a clearer view of the difficulty, and if at last the controversy remains unsettled it is freed from irrelevant matter. If disputed

fact, long-standing grievance or the adaptation of old agreements to new conditions requires painstaking investigation for which the parties have no inclination, a friendly meeting enables them to formulate at least a concise expression for submission to open minds. Practically every class of disputes, other than those which originate in malice, can thus be settled. With such peaceful habits general the time would arrive when every dispute not mutually adjusted or referred to arbitrators would be suspected of injustice, and resort to force or bad faith would not be deemed industrial, but reprobated as a matter for the police power of the State and the judgment of its courts. A combination for hostile purposes cannot conceal its motives. Failure to discern its inadequacy betrays a degree of inefficiency that is passing from the industrial world. A party postulating that peace overtures are acts of trespass not only closes an inlet to useful knowledge, but creates a grievance which renders adjustment difficult.

The settlement of past differences suggests the adoption of regulations to prevent the development of trouble in their future relations. Many employers, acting as individuals or associations, before disputes arise to cloud the judgment, have rendered their business immune by putting the professed purpose of the regular union to this test. The trade agreement is the instrument of comity. It excludes the harsh measures of willful men. It becomes the organic law of the industry to which it relates. It constitutes autonomy within federation, keeps each element in place, and brings all matters of common interest into agreeable concord. When men of many minds contend under the trade agree-

ment their controversies never attract public notice. The mutual respect of parties pledged to peace enables them to differ without discord. As they acquire skill in negotiating they seldom fail to reach an accommodation which may be final or postponed until further experience yields fuller data, or may be submitted to arbitrators to make necessary investigation. The trade agreement thus provides for every contingency. This Board is usually selected as best equipped for investigation. Among the agencies administering the labor law it is the unique tribunal of voluntary resort. Its prestige comes from a record of activity during thirty-two years as the first established public body of the kind. It has been adopted as a model in other States and countries. Impartial in matters purely industrial, it tolerates no admixture of involuntary servitude in any of its guises, nor fails to denounce attempts of revolution to masquerade as labor. Obstruction in such quarters confirms the Board's adherence to correct principles. Its right to mediate of its own motion is derived from the law; its power to render an award is derived from the parties who voluntarily seek its judgment. Every attempt to assign to arbitration the compelling power of a court of law and equity has failed, not for lack of mistaken advocates, but by reason of the essential incompatibility of the two principles. Questions of clashing policies, rather than a denial of rights or a repudiation of obligations, are the chief business of a conciliator and an arbitrator; any surrender of absolute right is volitional, and always in view of some compensating advantage. Any element of compulsion, if ever associated with official arbitration, will nullify its usefulness.

Mr. Frank M. Bump of Raynham, on the part of labor, resigned his membership to assume the duties of secretary to the Brockton Shoe Manufacturers' Association, and Mr. J. Walter Mullen of Boston, a former vice-president of the American Federation of Labor, appointed to the vacancy, was qualified for office on February 25.

Difficulties within this State that threatened to delay or curtail the production of military supplies received the attention of this Board or of Federal tribunals vested with extraordinary powers, and in some cases both intervened at different stages, or together in perfect co-operation. In a strike of electrical workers at Lynn, Mr. Harry J. Skeffington, Federal conciliator, and this Board acted conjointly. Mr. Mullen, our member on the part of labor with the added functions of Federal conciliator, mediated in Pittsfield and Lowell, and outside the State, by request of the Department of Labor, as Federal conciliator in Manchester, N. H. The local authorities within the State in some cases gave the Board the notice of actual or impending labor trouble, as required by law; in other cases coming to its attention through other means the Board interposed of its own motion. The origin of such cases being at first obscure, the Board's mediation varies with the circumstances and contingencies, and in every event the result is educative. The parties who nowadays seek the Board's arbitration to dissolve an occasional deadlock are those who have learned the better way exemplified in the induced settlements of former years. Mediation is the seed, conciliation the growth, and standing trade agreements and arbitration are the fruition of the State's method of adjusting controversies. The chief labor

troubles were 163, in which one or both parties were unwilling to abandon hostile action. Such miscellaneous disputes, summarized as cases of mediation, are those in which the Board sought the parties and proffered its advice, suggestions and assistance for the purpose of a good understanding.

This report contains also a large amount of successful arbitrations. The Board's services were sought in 222 petitions, including 59 for determining as normal the condition of business concerns having a history of labor trouble, and 163 joint applications for arbitration. Ten of the joint applications were filed in 1917. Three of recent origin are now pending. The parties to 39 effected a mutual settlement in pursuance of the Board's advice; two other applications were withdrawn, the parties having abandoned their contention. The remaining 119 resulted in the awards which appear in the following pages. Three petitions for certificates of normality were withdrawn, 2 were dismissed and 54 certificates were issued.



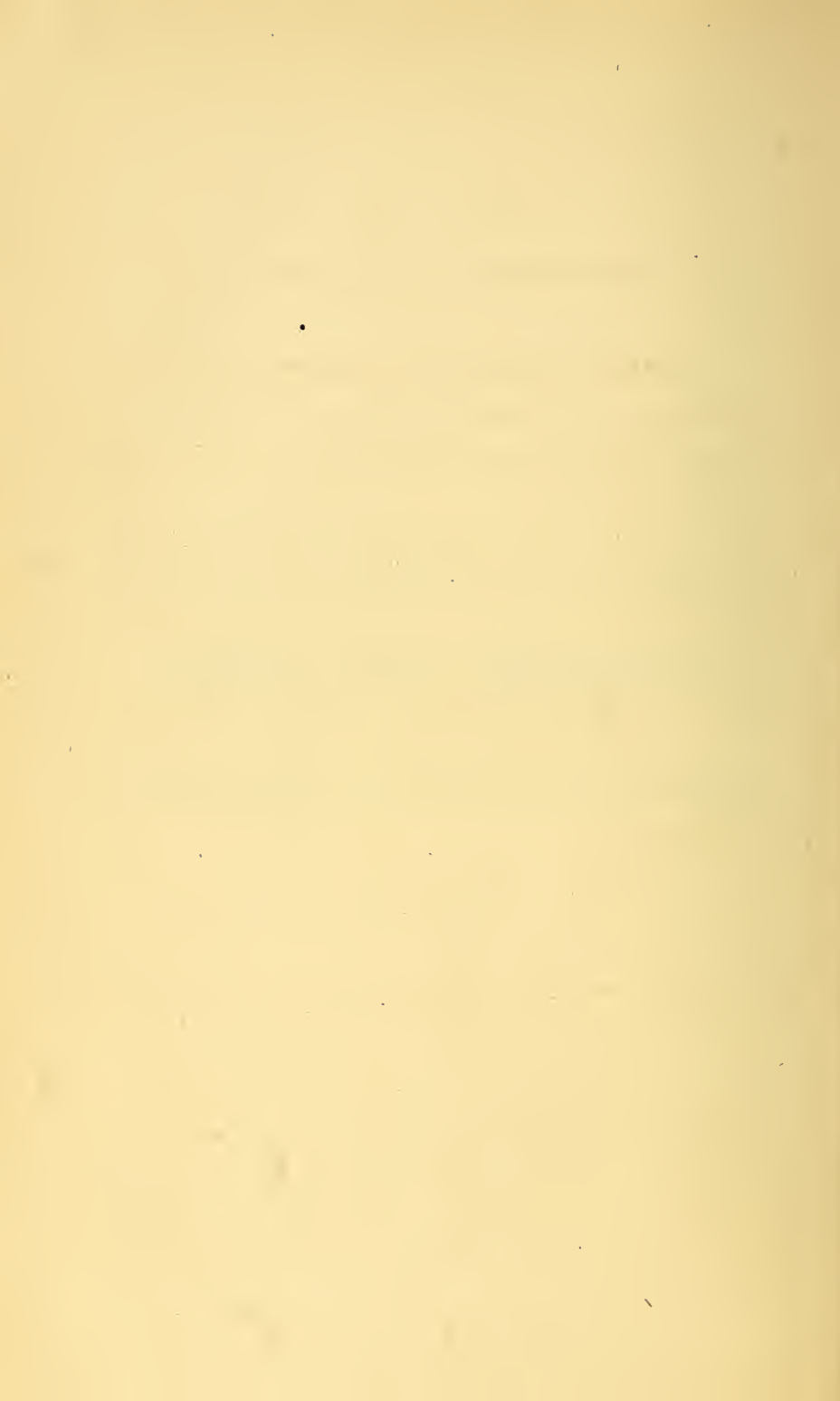
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REPORTS OF CASES.

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## REPORTS OF CASES.

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### LEONARD & BARROWS — MIDDLEBOROUGH.

On January 22 the following decision was rendered:—

*In the matter of the joint application for arbitration of a controversy between Leonard & Barrows, shoe manufacturers of Middleborough, and employees. (5)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by Leonard & Barrows at Middleborough for work performed upon United States marine shoes, whole-quarter Blucher, cut from dark brown Cordovan butts, extra plump weights:—

	Per 12 Pair.
Vamping, two double rows, silk, wide-spaced. . . . .	\$0 32
Fitting, . . . . .	10
Undertrimming, . . . . .	10

By the Board,

BERNARD F. SUPPLE, *Secretary.*

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### MORSE TWIST DRILL AND MACHINE COMPANY — NEW BEDFORD.

On February 5 the following report was issued:—

*Report in the matter of the controversy at New Bedford between the Morse Twist Drill and Machine Company and certain of its employees.*

On or about the 5th of November, 1917, employees in several producing departments of the Morse Twist Drill and Machine Company circulated petitions for a grant of 25 per cent increase in wages and a work day of nine hours. The regular time of factory operation is 55

hours a week. The company acknowledged receipt of the petitions by slipping into the pay envelopes a printed statement, as follows:—

The suggestions made recently are having most careful and earnest consideration, and as early as possible during the week of November 12, 1917, endeavors will be made to reach a conclusion that will be fair and just to all concerned.

At about 5.30 p.m. on November 14 a reply to the petitions was posted in the several departments, a copy of which follows:—

The management has read with interest and has given most careful consideration to the suggestions made under date of November 5, 1917.

Any action that would reduce our production at this time we think we must all agree would be unpatriotic and unwise. We believe every one in our employ wishes to do their part, and we count on their loyalty.

In paying, as we have for some time, bonuses to our employees, it has been the desire of the management that said employees should feel they were given an opportunity to share with the company the benefits of the business as it developed.

Since, because of the strenuous conditions existing to-day, it appears another method of receiving compensation is more satisfactory to our people, arrangements will be made by which the foreman of each department will carefully confer with his employees as to the amount they are now receiving, and an endeavor will be made to adjust this matter fairly and equitably to all concerned, paying all wages weekly.

This reply did not satisfy the employees, and at 9 o'clock in the forenoon of November 15 substantially all employees in the producing departments went out on strike. The employees were not members of a labor organization, nor was any person or committee authorized to lead or represent them.

On November 17 this Board communicated with the parties and ascertained that the employer would confer with the striking employees. A committee of five was chosen and a conference was held at the office of the company during the afternoon. No agreement resulted, and the employees continued to enforce their demands by means of the strike. Efforts to bring about a good understanding were resorted to by the Board and the Federal Department of Labor, but the company refused to hold further conferences with any committee of striking employees. It offered, however, to receive any striking employees who applied for reinstatement without discrimination or prejudice because of activity in the strike. The employees refused to return on this basis.

A public investigation to ascertain the cause of the strike and the person or persons most responsible or blameworthy for its existence

or continuance was held in New Bedford on December 10, and continued daily until closed at 5.20 P.M. on December 13. Both parties were represented by counsel. Testimony was presented under oath by the striking employees and representatives of the company.

From testimony of the striking employees it appeared that the method of dealing with changes in wages, working conditions and hours of labor had created many grievances, both real and fancied, to an extent that confidence in the employer's good intentions was very much impaired. The company's acknowledgment of the receipt of the petition, in addition to statements alleged to have been made by foremen, encouraged the employees in believing that some increase in wages would be granted; its reply on November 14 was disappointing to the employees. The assurance that the foremen would "carefully confer" with the employees in their respective departments did not reassure the employees, for the reason that it was in no way different from the policy which the company had observed for many years. The foremen were charged with the duty of seeking each employee in his department. It was not made clear to the employees that the foremen would take the initiative.

Written instructions were sent to each foreman on the same day the reply of the company was posted. This letter was not shown to those employees who had knowledge that the foremen had received it. The attitude of the foremen after receiving the confidential instructions did not encourage the employees to further hope or expect that their requests would be promptly granted, denied or disposed of. At the request of the Board a copy of the instructions to foremen has been submitted by counsel for the company. It follows: —

The notices as attached herewith have been posted in your department. You will take this down to-night and put it in your desk, and on Thursday all day it will remain posted, after which time you will return it to Mr. Gladding's office.

In talking with your people you will act on the following lines: —

First, you will go over with Mr. Gladding a list of what your people are receiving and have received for the last few years, carefully, and consider that first.

Second, you will confer with your employees, finding out from each one what their grievance is, if any. This can be done either by you personally, making a written report of each case to Mr. Gladding, or, if you prefer, you and Mr. Gladding can take the matter up with each individual together.

This will take some time: it cannot be done in a day or in a week, and give the matter the consideration it ought to receive. For that reason you will kindly impress upon all that you are doing what you can, and the company is doing what it can, to bring about an arrangement at this time that will be help-

ful and beneficial to all concerned, and to do away with any opportunity for a repetition of the present situation.

The writer will always be glad to, and will, as these items are brought together, confer with each foreman and Mr. Gladding.

You will, of course, understand that if what we pay in the way of bonuses is added to the present wages, the bonus at the end of the quarters and at the end of the year cannot be expected.

There are two classes of wages, — one earned by employees paid a price per hour, the other fixed by a piece price. Each employee was given what was described as an hourly rating. This appeared to be irritating to many employees for the reason that one might by diligence and industry be able to earn on some work in excess of 40 cents an hour, though his hourly rating might be less than 25 cents. There were occasions, it was charged, when wages were reverted to the day rating, to the financial loss of the employees.

It was claimed that piece prices were reduced when an employee, by extraordinary speed and acquired proficiency, proved that he could earn a higher wage, and the foreman believed he would be satisfied with less. It appeared further, in some cases, that prices were reduced when employees on certain work were changed. A new employee who made complaint that he was not able to earn a fair wage was informed that the employee who had preceded him on the job had done much better, but he was not informed that the price had been reduced. Such methods of price-fixing were guarded in a way to promote secrecy, but sufficient evidence was adduced to justify the employees in believing that the system of establishing and maintaining piece prices was unfair.

Reference to patriotism in the reply of the company was regarded by many of the employees as an intrusion of their rights of citizenship and an uncalled-for presumption as to their loyalty.

In April, 1916, a bonus equal to an amount paid the stockholders in the form of extra dividends was paid to the employees and thereafter quarterly. It appeared that during the time the bonus was paid to employees an extra dividend in the form of additional stock was distributed to the stockholders. The treasurer of the company was instructed by counsel not to reply when any questions were asked relative to the extra stock dividend, but the Board has knowledge that such extra dividend was paid and that the employees did not participate. The treasurer, by advice of counsel, also refused to reply when he was asked if the company would join with the employees in a submission of the matters in dispute to arbitration as provided by statute.



The Board finds that the employees went on strike because the reply of the employer did not fairly deal with their requests. The employer's refusal to continue in conference with a committee representing striking employees in an endeavor to establish a good understanding between the parties and his further refusal to join in an arbitration make him most responsible or blameworthy for the continuance of the strike.

At sessions of the public investigation on December 12 and 13, representatives of the company were asked if they would receive back the striking employees without prejudice or discrimination. The general superintendent and certain foremen testified that no feeling of prejudice existed in their minds against any of the employees who went on strike, and that they would prefer to give employment to experienced persons. The treasurer of the company, by testimony, approved and sustained the opinions of these officials. The testimony of these witnesses satisfied the Board that the company would deal fairly with its striking employees, and a recommendation was made which resulted in a general effort of the striking employees to return to work.

Subsequently the Board was informed that certain employees who had testified at the investigation had not been given employment. The Board sent an agent to investigate, and as a result of his examination a further session of the Board was held in New Bedford on February 1 for the purpose of ascertaining to what extent the recommendation of the Board had been observed by the parties. The counsel for the employees presented a list of the striking employees who had applied for employment since December 13 without success. Among those named were the president and other officials of a union in which striking employees held membership. Representatives of the company admitted that preference of employment had been given to persons other than certain of its striking employees.

The Board finds that the representations made by the employer on December 13 were not made in good faith, but were made with knowledge and intent to deceive the Board and the striking employees.

Such a policy is inimical to the industrial security of the community, and the Board recommends that the employer change his method of dealing with employees to an extent that will restore confidence in his fairness and integrity, to the end that the Commonwealth may be protected from a recurrence of the grievances which resulted in the strike.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**CHARLES A. EATON COMPANY — BROCKTON.**

On February 7 the following decision was rendered:—

*In the matter of the joint application for arbitration of a controversy between Charles A. Eaton Company, shoe manufacturer of Brockton, and lasters. (316)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by Charles A. Eaton Company at Brockton for work performed upon United States army marching shoes (specification No. 1269):—

	Per 24 Pair.
Tacking insoles, . . . . .	No change.
Assembling, . . . . .	\$0 20
Operating pulling-over machine, . . . . .	20
Side-lasting by hand, . . . . .	34 $\frac{3}{4}$
Operating No. 5 machine, . . . . .	68

By agreement of the parties this decision shall take effect upon "the date of commencement of making the shoes" in question.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**T. D. BARRY COMPANY — BROCKTON.**

On February 7 the following decision was rendered:—

*In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, shoe manufacturer of Brockton, and lasters. (315)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices

shall be paid by T. D. Barry Company at Brockton for work performed upon United States army marching shoes (specification No. 1269): —

	Per 24 Pair.
Tacking insoles, . . . . .	No change.
Assembling, . . . . .	\$0 22
Operating pulling-over machine, . . . . .	20
Side-lasting by hand, . . . . .	34 $\frac{3}{4}$
Operating No. 5 machine, . . . . .	68

By agreement of the parties this decision shall take effect upon "the date of commencement of making the shoes" in question.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

#### J. H. WINCHELL & CO., INC. — HAVERHILL.

On February 7 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., shoe manufacturer of Haverhill, and employees in the making department. (249)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by J. H. Winchell & Co., Inc., at Haverhill, for the work as there performed: —

	Per 12 Pair.
Heel-shaving, trench shoes, . . . . .	\$0 045
Second scouring, trench shoes, . . . . .	03
Tack-pulling by hand, regular or trench shoes, . . . . .	04
Stapling uppers; —	
Regular work, . . . . .	025
Trench shoes, . . . . .	025
Knocking out insole tacks and tacking shanks, regular work, . . . . .	035

By the Board,

• BERNARD F. SUPPLE, *Secretary*.

**GEORGE E. KEITH COMPANY — BROCKTON.**

On February 7 the following decision was rendered:—

*In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer of Brockton, and lasters. (318)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by George E. Keith Company at Brockton for work performed upon United States army marching shoes (specification No. 1269):—

	Per 24 Pair.
Tacking insoles, . . . . .	No change.
Assembling, . . . . .	\$0 22
Operating pulling-over machine, . . . . .	21
Side-lasting by hand, . . . . .	34 $\frac{3}{4}$
Operating No. 5 machine, . . . . .	68

By agreement of the parties this decision shall take effect upon "the date of commencement of making the shoes" in question.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**M. A. PACKARD COMPANY — BROCKTON.**

On February 7 the following decision was rendered:—

*In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturer of Brockton, and lasters. (319)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices



shall be paid by M. A. Packard Company at Brockton for work performed upon United States army marching shoes (specification No. 1269): —

	Per 24 Pair.
Tacking insoles, . . . . .	No change.
Assembling, . . . . .	\$0 24
Operating pulling-over machine, . . . . .	21
Side-lasting by hand, . . . . .	34 $\frac{3}{4}$
Operating No. 5 machine, . . . . .	68

By agreement of the parties, this decision shall take effect upon "the date of commencement of making the shoes" in question.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

#### **BRENNAN BOOT AND SHOE COMPANY — NATICK.**

On February 8 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between the Brennan Boot and Shoe Company of Natick and treers.*  
(303)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that \$18 per week of 50 hours shall be paid by the Brennan Boot and Shoe Company at Natick for treering by hand, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**JEWELERS — NORTH ATTLEBOROUGH.**

On February 11 the following report was issued: —

*In the matter of a controversy at North Attleborough between members of the New England Manufacturing Jewelers' and Silversmiths' Association and their employees on strike.*

Having heard the parties in controversy at several sessions in North Attleborough, the subjoined report is made pending further inquiry, if any, into the cause of the strike, and to ascertain which party is most responsible or blameworthy for its existence or continuance.

At the closing session of the public investigation, on December 20, 1917, the Board recommended that the employees return to work and the employers receive them without prejudice or discrimination because of their strike activities or because of the testimony that any of them presented at the investigation. The recommendation contemplated a resumption of normal industry and the establishment of friendly relations.

On December 26 the employees voted to call the strike off without prejudice and return to work the following Monday in a body if agreeable to the manufacturers. The action was a complete observance of the Board's recommendation. A substantial number of the employers received as many of their striking employees as work could be provided for. Both parties have been enlightened with the knowledge that an interruption of industry of this magnitude requires time and patience to restore it to a normal condition.

Having knowledge that the parties have resumed normal working relations under conditions as they were before the strike took place, the Board finds that the employers should make changes in the hours of labor and in the compensation to employees who work overtime. A reduction of hours in this industry will not impair the producing capacity in material essential for the conduct of the war. In industries where the manufacture of war materials is going forward the employees work fewer hours. Therefore the Board recommends that the employers in the district establish a work week of fewer than 60 hours, to begin when the five-day week is discontinued by the Fuel Administrator.

For overtime work the Board recommends that the compensation be determined at a rate comparable with that paid for overtime in other industries.

As to all other matters in controversy the Board recommends that they be made the subject of negotiation between employer and employees in the establishment concerned.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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#### MITCHELL CAUNT COMPANY — LYNN.

On March 1 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Mitchell Caunt Company, shoe manufacturers of Lynn, and vampers. (21)*

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board decides that the paper patterns numbered 191 and 192 in the factory of Mitchell Caunt Company at Lynn are square-throated vamp patterns; that the paper patterns numbered 194, 199 and 204 are round-throated vamp patterns.

By agreement of the parties this decision shall take effect as of the date of the introduction of the patterns.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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#### WELCH SHOE COMPANY — LYNN.

On March 1 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Welch Shoe Company, shoe manufacturer of Lynn, and vampers. (17)*

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board decided that the paper patterns

numbered 63 and 65 in the factory of the Welch Shoe Company at Lynn are round-throated vamp patterns.

By agreement of the parties this decision shall take effect as of the date of the introduction of the patterns.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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### TELEPHONE OPERATORS — BOSTON.

The following report was issued on March 6: —

*To the Telephone Operators of New England who threaten a Strike unless their Demands made upon the Telephone Company are complied with, to the Public they serve, and to the Corporation responsible to the Public for a Continuance of the Important Service it is its Duty to render.*

The Board, at conferences of the employer and operators by committee with full power to act, and at public hearing on March 6, having acquainted itself with the controversy, is in a position to judge of the course which the parties ought to pursue in the existing circumstances. However clear may be the legal right of the individual to insist upon receiving a certain wage, when taken in connection with the relation which he or she holds to the public there is a moral duty to remain constant in the employment. A like moral duty is incumbent on the corporation which renders such service under conditions of employment alike just to its employees, to the public which it serves and to its stockholders, — relations not easily defined and involving a harmonizing of conflicting interests such as the present controversy illustrates.

For a series of years employees in certain large cities have been paid a uniform wage with that established in the metropolitan district of the city of Boston. By the wage established as of January 1, 1918, it was proposed that the wage of such cities shall differ from the wage established in the metropolitan district of the city of Boston. It has not been made to appear that any change has taken place, either in the service or the conditions under which the operators' services are rendered, or any change has taken place such as would seem to make necessary a departure from what has been the established policy of the company up to January 1. In these circumstances both parties have offered to submit certain points of controversy to arbitration.

Having in mind the relations of the parties, those of the employer

and employee and the relations of both to the public, the Board deems it proper, in compliance with the statute which imposes on the Board the duty of inquiry and of recommending what ought to be done or submitted to, to recommend to the parties:—

1. That the operators in the several cities heretofore classed with those of the metropolitan district should be continued in such class and receive the wage established therefor.

2. That, as to other operators, as heretofore practiced by the company, the same relation as to wage rates established by agreement of parties and known as the metropolitan wage scale of January 1, 1918, shall continue.

3. As to all other matters of controversy the Board recommends that the parties endeavor in conference to adjust such differences, and, in case of disagreement, to submit them to arbitration.

4. The Board further recommends for the consideration of the parties the adoption of a trade agreement embodying substantially the following clause: it is agreed that there shall be no lockout or strike resorted to by the parties to this agreement; any dispute as to wages, working conditions or hours of labor not adjusted by conference shall be submitted to arbitration, to be determined by a local board of three persons selected by the parties or by the State Board as provided by statute.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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#### **HOLYOKE STREET RAILWAY COMPANY — HOLYOKE.**

On March 14 the following decision was rendered:—

*In the matter of the joint application for arbitration of a controversy between the Holyoke Street Railway Company of Holyoke and firemen and engineers. (13)*

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work in question and the local conditions, the Board awards 18 per cent. increase in the wages now paid to engineers and firemen by the Holyoke Street Railway Company for the work as performed.

By agreement of the parties this decision shall take effect as of date of January 1, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary*.



**PAPER MANUFACTURERS — HOLYOKE.**

On March 14 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between "fourteen paper manufacturers" of Holyoke and the vicinity and firemen. (15)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there shall be no change in the wages now paid to firemen by the "fourteen paper manufacturers" of Holyoke and the vicinity.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

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**ENGEL-CONE SHOE COMPANY — BOSTON.**

On March 20 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Engel-Cone Shoe Company of Boston and cutters. (28)*

Having considered said application, heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Engel-Cone Shoe Company at Boston for cutting a three-quarter Polish shoe, as the work is there performed: Misses',  $4\frac{1}{4}$  cents per pair; children's, 4 cents per pair.

By agreement of the parties this decision shall take effect as of date of February 25, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**CASS & DALEY SHOE COMPANY — SALEM.**

On March 20 the following decisions were rendered: —

*In the matter of the joint applications for arbitrations of a controversy between Cass & Daley Shoe Company of Salem and employees. (325-327)*

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Cass & Daley Shoe Company at Salem, for the work as there performed: —

Factory A: —		Per 12 Pair.
Shaving heels, men's, boys', youths' or gents' shoes,	.	\$0 03½
McKay-sewing: —		
Men's double or single soled shoes,	.	09
Boys', youths' or gents' double or single soled shoes,	.	08
Factory B: —		
McKay-sewing: growing girls', misses', children's or infants' shoes,	.	08

By agreement of the parties this decision shall take effect as of date of December 31, 1917.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

*In the matter of the joint application for arbitration of a controversy between Cass & Daley Shoe Company of Salem and sole-layers. (29)*

Having considered said application, heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 6 cents per 12 pair be paid by Cass & Daley Shoe Company in Factory A at Salem for sole-laying men's, boys', youths' or gents' McKay shoes, as the work is there performed.

By agreement of the parties this decision shall take effect as of date of February 5, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**C. S. MARSTON, JR. — HAVERHILL.**

On March 29 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between C. S. Marston, Jr., shoe manufacturer of Haverhill, and his employees in the packing department. (45)*

Having considered said application as set forth by the duly authorized representatives of the parties, and investigated the character of the work which is the subject-matter of the controversy, and the conditions under which it is performed, the Board awards that C. S. Marston, Jr., shall pay to employees in the packing department at Haverhill for packing United States marching shoes,  $6\frac{1}{2}$  cents per 12 pair, as such work is there performed.

By agreement of the parties this decision shall take effect as of the date of February 14, 1918.

By the Board,  
BERNARD F. SUPPLE, *Secretary*.

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**EMERSON SHOE COMPANY — ROCKLAND.**

On April 2 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between the Emerson Shoe Company of Rockland and edgesetters. (26)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there shall be no change in the price now paid (April 2) by the Emerson Shoe Company at Rockland for setting the edges of white-tagged shoes (two settings, no brushing), as the work is there performed.

By the Board,  
BERNARD F. SUPPLE, *Secretary*.



**J. H. WINCHELL & CO., INC. — HAVERHILL.**

On April 4 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and edgemakers. (6)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by J. H. Winchell & Co., Inc., at Haverhill, for the work as there performed: —

Edgetrimming: —										Per 12 Pair.
Off the last,	.	.	.	.	.	.	.	.	.	\$0 21
On the last,	.	.	.	.	.	.	.	.	.	25
Rubber soled,	.	.	.	.	.	.	.	.	.	25
Ivory soled,	.	.	.	.	.	.	.	.	.	25
Hour work, \$0.50.										
Edgesetting: —										
Regular work, one setting,	.	.	.	.	.	.	.	.	.	14
Regular work, two settings,	.	.	.	.	.	.	.	.	.	21
Hour work, \$0.50.										

By the Board,  
BERNARD F. SUPPLE, *Secretary*.

**A. J. BATES COMPANY — WEBSTER.**

On April 15 the following decisions were rendered: —

*In the matter of the joint application for arbitration of a controversy between A. J. Bates Company, shoe manufacturer of Webster, and employees in the lasting and making departments. (323)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices

be paid by A. J. Bates Company at Webster for work as there performed upon army marching shoes (specification No. 1269):—

	Per 12 Pair.
Assembling, . . . . .	\$0 10
Trimming inseams (by agreement), . . . . .	02½
Laying soles, . . . . .	04
Roughrounding, . . . . .	08½
Goodyear stitching, . . . . .	20

By agreement of the parties, this decision shall take effect as of the date upon which the work in question was introduced into the factory.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

*In the matter of the joint application for arbitration of a controversy between A. J. Bates Company, shoe manufacturer of Webster, and lasters. (44)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there shall be no change in the prices paid by A. J. Bates Company at Webster for pulling-over and bed-lasting army marching shoes (specification No. 1269), as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**HOAG & WALDEN, HENNESSEY, MAXWELL & HENNESSEY  
SHOE COMPANY, WELCH SHOE COMPANY—LYNN.**

The following decision was rendered on April 16:—

*In the matter of the joint application for arbitration of a controversy between Hoag & Walden, Hennessey, Maxwell & Hennessey Shoe Company and the Welch Shoe Company and vamps of Lynn. (72)*

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work in question and the conditions under which it is performed, the Board classifies the patterns submitted as follows (circular vamps):—

No. 220, in the factory of Hoag & Walden, a square-throated vamp.

No. 85 and No. 95, in the factory of Hennessey, Maxwell & Hennessey Shoe Company, round-throated vamps.

No. 21 and No. 48, in the factory of the Welch Shoe Company, square-throated vamps.

By agreement of the parties this decision shall take effect from the dates of the inception of the work.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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**LUKE W. REYNOLDS COMPANY — BROCKTON.**

On April 16 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Luke W. Reynolds Company, shoe manufacturer of Brockton, and its skivers. (54)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there shall be no change in the compensation of skivers, and that the wages paid and manner of reckoning shall continue as they were in the factory of said company at Brockton at the time of filing said application, namely, March 28.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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**HENNESSEY, MAXWELL & HENNESSEY SHOE COMPANY —  
LYNN.**

On April 18 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Hennessey, Maxwell & Hennessey Shoe Company of Lynn and lining-makers. (18)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work

and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 3½ cents per 12 pair, extra, shall be paid by Hennessey, Maxwell & Hennessey Shoe Company at Lynn for stitching tape-stay to lining with an attachment, as the work is there performed.

By agreement of the parties this decision shall take effect from the date of the beginning of the work in question.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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#### **BACON-ROLLINS COMPANY — LYNN.**

On April 30 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Bacon-Rollins Company, shoe manufacturer of Lynn, and employees in the cutting department. (37)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board determines that the pattern in question is a vamp and four-piece foxing.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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#### **GREGORY & READ COMPANY — LYNN.**

On April 30 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Gregory & Read Company, shoe manufacturer of Lynn, and cutters. (22)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-

matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that no extra price shall be paid by Gregory & Read Company at Lynn for cutting colored patent leather when it is uniform in color and cut in the same manner as black patent leather.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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**DONOVAN GILES COMPANY, INC. — LYNN.**

The following decision was rendered on April 30: —

*In the matter of the joint application for arbitration of a controversy between Donovan Giles Company, Inc., shoe manufacturer of Lynn, and vamps. (47)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board finds that vamps of the pattern No. 72, submitted by Donovan Giles Company, Inc., are square-throated.

By agreement of the parties this decision shall take effect from the date of the inception of the work in the factory.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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**CASS & DALEY SHOE COMPANY — SALEM.**

On May 2 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Cass & Daley Shoe Company of Salem and buffers. (46)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants



nominated by the parties, the Board awards that the following prices shall be paid by Cass & Daley Shoe Company in its Saunders Street factory for the work as there performed: —

Buffing: —		Per 12 Pair.
Men's, boys', youths' or gents' soles,	. . . . .	\$0 07
All sizes of toplifts,	. . . . .	02

By agreement of the parties this decision shall take effect as of March 11, 1918.

By the Board,  
BERNARD F. SUPPLE, *Secretary*.

**SLATER & MORRILL, INC. — BRAINTREE.**

On May 9 the following decision was rendered: —

*In the matter of the joint applications for arbitration of a controversy between Slater & Morrill, Inc., shoe manufacturer of Braintree, and employees. (82-84)*

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by Slater & Morrill, Inc., at Braintree for the work as there performed: —

	Per 12 Pair.
Operating pulling-over machine, youths' shoes,	\$0 12
Lasting sides, youths' shoes,	165
Edgetrimming, not including knifing, women's shoes,	294

By the Board,  
BERNARD F. SUPPLE, *Secretary*.

**W. & V. O. KIMBALL — HAVERHILL.**

The following decision was rendered on May 16: —

*In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and skivers. (75)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that \$17.50 per week of 50 hours shall be paid by W. & V. O. Kimball at Haverhill for skiving upper leather for men's shoes, as there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**CHURCHILL & ALDEN COMPANY — BROCKTON.**

The following decision was rendered on May 16: —

*In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and finishers in its Ralston factory. (74)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by Churchill & Alden Company, in its Ralston factory at Brockton, for the work as there performed: —

	Per 24 Pair.
Gumming red-stained shank, 60½ finish, . . . . .	\$0 088
Waxing red-stained shank, 60½ finish, . . . . .	07

By agreement of the parties this decision shall take effect from the date of beginning the work in question.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**CONTINENTAL DYE HOUSE, S. GOODMAN & CO., LONDON  
DYE HOUSE, TROY DYEING AND CLEANSING WORKS —  
BOSTON.**

On May 18 the following agreement was reached: —

*Concerning a controversy between dyers and cleansers and the employers  
whose names are hereto affixed, involving a strike on May 8, 1918.*

The parties in meeting by their agents, with powers mutually acknowledged, agree to the following propositions: —

The strike is hereby declared off.

All strikers shall return to work forthwith.

There shall be no punishment for strike activity.

A week's labor shall be 54 hours.

Work performed on any work day in excess of 9 hours shall be paid "time and a half."

All work performed on a holiday shall be paid "time and a half."

There shall be no discrimination against any employee for membership in a union.

There shall be no strike or lockout.

Either party desiring to change this agreement shall give fifteen days' notice thereof to the State Board of Conciliation and Arbitration and to the other party, specifying in writing the desired change.

The interpretation of this agreement shall reside in the State Board of Arbitration.

Any controversy not resulting in agreement shall be referred to the State Board of Conciliation and Arbitration.

S. GOODMAN & CO.,  
TROY DYEING AND CLEANSING WORKS,  
CONTINENTAL DYE HOUSE,  
LONDON DYE HOUSE,

*Employers.*

CHESTER D. RICH,  
WM. T. BARRON,  
*For the Employees.*

In the presence of the Board,  
BERNARD F. SUPPLE, *Secretary.*



**E. E. TAYLOR COMPANY — BROCKTON.**

The following decision was rendered on May 21: —

*In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and seam trimmers. (67)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 8½ cents per 24 pair shall be paid by E. E. Taylor Company at Brockton for trimming seams by machine, as the work is there performed, and that there shall be no change in the price paid for butting welts.

By agreement of the parties this decision shall take effect as of date of March 15, 1918, without change in the prices from December 15, 1917, to March 15, 1918.

By the Board,  
BERNARD F. SUPPLE, *Secretary*.

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**CHELSEA CLOCK COMPANY — CHELSEA.**

On May 24 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between the Chelsea Clock Company of Chelsea and employees. (36)*

Having heard the parties by their duly authorized representatives, and considered their application and information obtained within and without the Commonwealth, as requested by the parties, three establishments being operated less than 54 hours per week, and others (more than a majority of those inquired of) being operated 54 hours or more than 54 hours per week, the Board finds that 54 hours should be the week's work at the plant of the Chelsea Clock Company in Chelsea.

By the Board,  
BERNARD F. SUPPLE, *Secretary*.

**E. E. TAYLOR COMPANY — BROCKTON.**

On May 28 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and edgeseeters. (68)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that \$0.4356 per 24 pair shall be paid by E. E. Taylor Company at Brockton to edgemakers for setting edges once, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**CONDON BROTHERS & CO. — BROCKTON.**

On May 28 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Condon Brothers & Co., shoe manufacturers of Brockton, and edgemakers. (42)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by Condon Brothers & Co., at Brockton, for edgemaking, as the work is there performed: —

	Per 24 Pair.
Edge-trimming, . . . . .	\$0 5445
Setting once, . . . . .	4356
Setting twice, . . . . .	5445

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**CHURCHILL & ALDEN COMPANY, CONDON BROTHERS & CO.,  
W. L. DOUGLAS SHOE COMPANY, CHARLES A. EATON  
COMPANY, FRED F. FIELD COMPANY, GEORGE E. KEITH  
COMPANY, E. E. TAYLOR COMPANY, THOMPSON BROTHERS,  
INC., WHITMAN & KEITH COMPANY — BROCKTON.**

On May 28 the following decision was rendered: —

*In the matter of the joint applications for arbitration of a controversy between Churchill & Alden Company, Condon Brothers & Co., W. L. Douglas Shoe Company (Factories Nos. 3 and 5), Charles A. Eaton Company, Fred F. Field Company, George E. Keith Company, E. E. Taylor Company, Thompson Brothers, Inc., and Whitman & Keith Company, and employees. (113-121)*

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that \$13.20 per week of 50 hours shall be paid by the above-named employers for the detection and cutting of tacks in Brockton, as such work is there performed, by employees of average skill and capacity.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

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**MEMBERS, LYNN SHOE MANUFACTURERS' ASSOCIATION —  
LYNN.**

On May 28 the following decisions were rendered: —

*In the matter of the joint application for arbitration of a controversy between members of the Lynn Shoe Manufacturers' Association and lasters. (3)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-

matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that no extra price shall be paid by members of the Lynn Shoe Manufacturers' Association at Lynn for lasting medallion-toed shoes, as such work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

*In the matter of the joint application for arbitration of a controversy between members of the Lynn Shoe Manufacturers' Association and edgemakers. (61)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the members of the Lynn Shoe Manufacturers' Association at Lynn shall pay 5 cents per 12 pair for wheeling edges on the Goodyear edgesetting and wheeling machine (in conjunction with edgesetting), for the work as there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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#### J. J. GROVER'S SONS — STONEHAM.

On June 6 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between J. J. Grover's Sons, shoe manufacturers, and employees at Stoneham. (91)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there shall be an increase of 15 per cent. to employees in the stitching department, and to dressers, repairers and packers (in the packing department), and

10 per cent. increase to all other employees except channelers, Good-year welters and stitchers and stitchers on turns.

By agreement of the parties this decision shall take effect as of April 15, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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### **CONTRACTORS — SPRINGFIELD.**

On June 13 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between thirteen contractors of Springfield and shovelers. (157)*

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work in question and the conditions under which it is performed, the Board awards that the said employers in Springfield shall pay for shoveling and excavating \$3.35 per day of 8 hours, price and one-half for overtime work, and double pay for work on Sundays and holidays; a week's work to consist of 48 hours.

By agreement of the parties this decision shall take effect from May 20, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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### **STACY-ADAMS COMPANY — BROCKTON.**

On June 13 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Stacy-Adams Company, shoe manufacturer of Brockton, and treers. (65)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that \$2.02 per 24 pair



shall be paid by Stacy-Adams Company at Brockton for treeing colored cordovan shoes as there performed: gumming with sponge, applying chalk bag, rubbing out marks with stick, gumming with sponge and palming off with chalk by hand.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

### W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On June 13 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton, and channel-turners in Factories Nos. 1 and 2. (135)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by W. L. Douglas Shoe Company at Brockton for turning channels, 24 pair, men's shoes, as the work is there performed: —

\$5 or extra grades,	.	.	.	.	.	.	.	.	.	\$0 0484
\$4.50, \$4, or \$3.50 grade,	.	.	.	.	.	.	.	.	.	0415

By agreement of the parties this decision shall take effect from May 13, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

### DIAMOND SHOE COMPANY — BROCKTON.

On June 13 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Diamond Shoe Company of Brockton, and treers. (66)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work



and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by the Diamond Shoe Company at Brockton for the work as there performed: —

	Per 24 Pair.
Chrome side gun-metal: cleaned, composition applied with sponge	
and ragged off with a chalk finish, . . . . .	\$0 55
Tops ironed, . . . . .	121

By agreement of the parties this decision shall take effect from December 19, 1917.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

### CARPENTERS — BOSTON.

The following agreement was reached on June 19: —

*Concerning a controversy between the Carpenters District Council of Boston and its vicinity and the Building Trades Employers Association of Boston.*

The parties in meeting by their agents, with powers mutually acknowledged, agree to the following proposition: —

The strike is hereby declared off and the men are to return to work June 20, 1918, or as soon as may be thereafter, at the rate of 75 cents an hour and a 40-hour week, with double time for overtime, until the Federal government shall establish the rate, when both parties shall conform thereto.

In the presence of the Board,

BERNARD F. SUPPLE, *Secretary*.

**WIRELESS SPECIALTY APPARATUS COMPANY, THOMAS H.  
HART SHOPS — BOSTON.**

On June 21 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between the Wireless Specialty Apparatus Company and Thomas H. Hart Shops of Boston, and machinists. (85)*

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work in question and the conditions under which it is performed, the Board awards that the said employers shall pay to machinists in their employ an increase in the rates paid on May 27, 1918, of 10 cents per hour.

By agreement of the parties this decision shall take effect from April 25, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

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**CONTRACTORS — HOLYOKE.**

On June 21 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between several contractors of Holyoke and carpenters. (158)*

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work in question and the conditions under which it is performed, the Board awards that 65 cents per hour shall be paid by the said contractors of Holyoke to carpenters in their employ.

By agreement of the parties this decision shall take effect from May 28, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**CASPER RANGER LUMBER COMPANY, DOANE-WILLIAMS COMPANY, MERRICK LUMBER COMPANY — HOLYOKE.**

On June 22 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Casper Ranger Lumber Company, Doane-Williams Company and the Merrick Lumber Company of Holyoke, and employees. (189)*

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work in question and the conditions under which it is performed, the Board awards that the following increases per day shall be paid by Casper Ranger Lumber Company, Doane-Williams Company and the Merrick Lumber Company of Holyoke, to millmen and shopmen in their employ: 17 per cent. increase to those now receiving less than \$3.75, and 15 per cent. increase to those now receiving \$3.75 or more.

By agreement of the parties this decision shall take effect from May 28, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

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**CONTRACTORS — HOLYOKE.**

The following recommendation was issued on June 22: —

*In the matter of the controversy between building contractors of Holyoke, represented by John F. Lynch, and mason-tenders, represented by Patrick Bresnahan.*

Having considered so much of the controversy as relates to the hours of mortarmen, the Board finds that it is the custom of the trade to require mortarmen to report for work fifteen minutes before other employees.

The Board finds that the condition of the trade in Holyoke requires that the hours of labor for mortarmen shall be from 7.45 A.M. to 11.45 A.M., and from 12.45 P.M. to 4.45 P.M., with the usual rate for overtime work, and so recommends.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**MEMBERS, COAL DEALERS' ASSOCIATION OF HOLYOKE —  
HOLYOKE.**

On June 22 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Members of Coal Dealers' Association of Holyoke and employees. (192)*

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work in question and the conditions under which it is performed, the Board awards: that the members of Coal Dealers' Association of Holyoke shall pay an increase of \$3 per week of 54 hours to single-team and double-team drivers, chauffeurs and helpers; that drivers shall not be required to do barn work on Sundays or holidays; that 54 hours shall constitute a week's work, and overtime shall be paid for at the rate of price and one-half; that the holidays upon which no work shall be performed, but which shall be paid for, are April 19, May 30, Fourth of July, Labor Day, Columbus Day, Thanksgiving Day and Christmas.

By agreement of the parties this decision shall take effect from June 10, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

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**J. LIPSITZ COMPANY, H. COHEN COMPANY — CHELSEA.**

On June 24 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between J. Lipsitz Company and H. Cohen Company of Chelsea and ironworkers, and Members of the Progressive Metal and Rubber Association of Chelsea and employees. (139, 151)*

Having considered said applications, heard the parties by their duly authorized representatives, investigated the character of the work in question and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards that the following increases shall be paid by J. Lipsitz Company, H. Cohen Company and Members of the Progressive Metal and Rub-

ber Association of Chelsea to their employees, based upon the wages received on May 13, 1918: those receiving less than \$12 per week shall be paid \$12; those receiving \$12 and less than \$15 per week shall be paid \$2 increase; those receiving \$15 and less than \$18 per week shall be paid \$1.50 increase; those receiving \$18 or more per week shall be paid 10 per cent. increase; overtime shall be paid for at the regular rates. The Board also awards that a week's work shall consist of 50 hours.

By agreement of the parties this decision shall take effect from May 13, 1918.

By the Board,  
BERNARD F. SUPPLE, *Secretary*.

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**MEMBERS, BAG & BURLAP ASSOCIATION — CHELSEA.**

On June 24 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Members of the Bag and Burlap Association of Chelsea and employees. (152)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the members of the Bag and Burlap Association of Chelsea shall pay to their employees the following increases per week: 15 per cent. increase to those receiving on May 16 less than \$20 per week, and 10 per cent. increase to those receiving on May 16, \$20 or more per week; overtime shall be paid for at the rate of price and one-half. The Board also awards that a week's work shall consist of 55 hours.

By agreement of the parties this decision shall take effect from May 16, 1918.

By the Board,  
BERNARD F. SUPPLE, *Secretary*.



**CHURCHILL & ALDEN COMPANY, CHARLES A. EATON COMPANY, C. S. MARSHALL COMPANY — BROCKTON.**

On June 25 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, Charles A. Eaton Company, C. S. Marshall Company and box-nailers. (144-146)*

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the said employers in Brockton shall pay \$15.13 per week of 50 hours for nailing and strapping boxes, as the work is there performed by employees of average skill and capacity.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

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**CHURCHILL & ALDEN COMPANY, GEORGE E. KEITH COMPANY, C. S. MARSHALL COMPANY, E. E. TAYLOR COMPANY — BROCKTON.**

The following decision was rendered on June 25: —

*In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, George E. Keith Company, C. S. Marshall Company, E. E. Taylor Company, and embossers. (147-150)*

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the said employers in Brockton shall pay \$13.20 per week of 50 hours for embossing, as the work is there performed by employees of average skill and capacity.

By the Board,

BERNARD F. SUPPLE, *Secretary.*



**W. L. DOUGLAS SHOE COMPANY — BROCKTON.**

On June 25 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton, and heelpod workers, Factories Nos. 1, 2 and 3. (89)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that \$0.0484 per 24 pair shall be paid by W. L. Douglas Shoe Company in Factories Nos. 1, 2 and 3 for putting in heelpods, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

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**CHURCHILL & ALDEN COMPANY, CONDON BROTHERS & CO.,  
DIAMOND SHOE COMPANY, CHARLES A. EATON COM-  
PANY, FRED F. FIELD COMPANY, GEORGE E. KEITH COM-  
PANY, PRESTON B. KEITH SHOE COMPANY, C. S. MAR-  
SHALL COMPANY, M. A. PACKARD COMPANY, E. E.  
TAYLOR COMPANY, THOMPSON BROTHERS, INC.,  
WHITMAN & KEITH COMPANY — BROCKTON.**

On June 25 the following decision was rendered: —

*In the matter of the joint applications for arbitration of a controversy between Churchill & Alden Company, Condon Brothers & Co., Diamond Shoe Company, Charles A. Eaton Company, Fred F. Field Company, George E. Keith Company, Preston B. Keith Shoe Company, C. S. Marshall Company, M. A. Packard Company, E. E. Taylor Company, Thompson Brothers, Inc., and Whitman & Keith Company, and employees. (122-133)*

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-

matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the same employers in Brockton shall pay \$13.20 per week of 50 hours for lacing, cleaning and mending shoes, as the work is there performed by employees of average skill and capacity.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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**W. & V. O. KIMBALL — HAVERHILL.**

On June 29 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and edgeseeters. (107)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that for work as there performed the following prices shall be paid per 12 pair by W. & V. O. Kimball at Haverhill: setting edges once, 14 cents; setting twice, 21 cents; samples, one-half price extra; price per hour, 50 cents.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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**A. D. ELLIS & CO. — MONSON.**

On July 8 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between A. D. Ellis & Co. of Monson and employees in the weaving department of Mill No. 1. (163)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-

matter of the controversy, and considered expert evidence, the Board awards that three tenths of a cent per pick shall be paid by A. D. Ellis & Co. to employees in the weaving department of Mill No. 1 for the work as there performed, and that a price list and a list of particulars shall be posted in the weave room.

By agreement of the parties this decision shall take effect as of May 27, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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### TOWN TAXI, INC. — BOSTON.

On July 9 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between the Town Taxi, Inc., of Boston, and employees. (196)*

Said employees are members of the Carriage Drivers' and Chauffeurs' Union of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America. There is an agreement regulating the industrial relations of the parties to this controversy.

It appeared that in the forenoon of June 4 an accident ruined a door of the auto car driven by Frank Russo, a chauffeur; that he reported it as through his fault; that his offer to pay for repairs was accepted by the employer, who assigned him another car, retained him a day and a half and discharged him on June 6 because of the accident, which was his first and only fault; and that Russo was six days unemployed after his dismissal. The employees concede the employer's right to discharge, but they contend that the right is limited by Articles 9 and 10 of said agreement. The employer contends that the agreement does not limit his right to discharge, though Article 9 permits arbitration, if the parties so desire. Both parties submit to the Board's judgment whether the discharge of said chauffeur was contrary to Articles 9 and 10 of their agreement, and whether Russo should be reinstated in the company's employ.

Having considered said application and said agreement, heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, and having considered the cause and the occasion of said accident and the responsibility therefor, which constitute the subject-matter of the

controversy, the Board decides that Articles 9 and 10 of the agreement in question do not limit the employer's right to discharge.

The reinstatement of an employee is a proper question for arbitration when it has become the subject of a controversy that fails of mutual settlement. In view of the summary dismissal of Russo, solely for a fault that had been forgiven, the Board in the discharge of its duty under the law to say what ought to be done to determine a controversy, decides that Russo shall receive pay for the six days of his unemployment consequent upon his dismissal, and that the Town Taxi, Inc., of Boston shall reinstate him as a chauffeur in its employ, without prejudice, if Russo applies for the position.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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#### L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On July 11 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and lasters. (110)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 30 cents per 24 pair shall be paid by L. Q. White Shoe Company at Bridgewater for lasting sides with the new machine requiring the operator to shift tack drive.

By agreement of the parties this decision shall take effect from April 8, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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#### SHOE CUTTERS — BROCKTON.

A strike of shoe cutters was reported to the Board by the mayor of Brockton on July 13. The Board communicated with the parties to the trade agreement for the regulation of

the Brockton shoe industry, and mediated between the shoe manufacturers and their striking employees. The strike was not sanctioned by the Boot and Shoe Workers' Union, and the strikers, having organized an independent union, appealed to the War Labor Board. Before a settlement was reached the stitchers, vampers and lasters were actively involved, and other departments suffered enforced idleness.

A public hearing was given by this Board in Brockton on July 29 and 30, which resulted in the following recommendation: —

Pending further investigation of this dispute the Board recommends that the employees return to work at once and the employers receive them back as they were, without prejudice or discrimination, and that the question of wages or method shall be determined by agreement of parties or by arbitration in the usual way; increases, if made, to date from July 31.

The manufacturers accepted the recommendation and the cutters began to return of their own volition as individuals. By August 12 a majority of cutters had returned to work and to their membership in the Boot and Shoe Workers' Union. Negotiation thereupon began between the regular union and the manufacturers, which resulted in an agreement on August 13 as to temporary prices pending further negotiations and pending arbitration by this Board in default of agreement on any point of controversy. The points remaining unsettled were jointly submitted to the judgment of this Board on August 16. A dwindling minority continued the strike; the War Labor Board advised them to return to work, but a remnant lingered on into the new year.



Sequels to the foregoing labor trouble are the three decisions which follow this statement.

**T. D. BARRY COMPANY, CHARLES A. EATON COMPANY, FRED F. FIELD COMPANY, GEORGE E. KEITH COMPANY, E. E. TAYLOR COMPANY — BROCKTON.**

On September 12 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, Charles A. Eaton Company, Fred F. Field Company, George E. Keith Company and E. E. Taylor Company, shoe manufacturers of Brockton, and cutters. (255)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by the above-named manufacturers in Brockton for the work as there performed: —

	Per 12 Pair.
Cutting army shoes (specifications numbered 1271, 1323, 1324): —	
With tongues, . . . . .	\$0 48
Without tongues, . . . . .	42

This award shall take effect as provided in the agreement between the parties.

By the Board,

BERNARD F. SUPPLE, *Secretary.*



**T. D. BARRY COMPANY, CHURCHILL & ALDEN COMPANY, CONDON BROTHERS & CO., DIAMOND SHOE COMPANY, W. L. DOUGLAS SHOE COMPANY, CHARLES A. EATON COMPANY, FRED F. FIELD COMPANY, HOWARD & FOSTER COMPANY, GEORGE E. KEITH COMPANY, PRESTON B. KEITH SHOE COMPANY, A. E. LITTLE & CO., C. S. MARSHALL COMPANY, M. A. PACKARD COMPANY, BION F. REYNOLDS, STACY-ADAMS COMPANY, E. E. TAYLOR COMPANY, THOMPSON BROTHERS, INC., WHITMAN & KEITH COMPANY — BROCKTON.**

On September 12 the following decision was rendered:—

*In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, Churchill & Alden Company, Condon Brothers & Co., Diamond Shoe Company, W. L. Douglas Shoe Company, Charles A. Eaton Company, Fred F. Field Company, Howard & Foster Company, George E. Keith Company, Preston B. Keith Shoe Company, A. E. Little & Co., C. S. Marshall Company, M. A. Packard Company, Bion F. Reynolds, Stacy-Adams Company, E. E. Taylor Company, Thompson Brothers, Inc., and Whitman & Keith Company, and cutters. (256)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by the above-named manufacturers in Brockton for the work as there performed:—

	Per 50 Hours.
Outside-cutting or sorting, . . . . .	\$32 50
Cloth-lining cutting, . . . . .	28 00

This award shall take effect as provided in the agreement between the parties.

By the Board,  
BERNARD F. SUPPLE, *Secretary*.

On December 27 the following decision was rendered:—

*In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, Charles A. Eaton Company, Churchill & Alden Company, Condon Brothers & Co., W. L. Douglas Shoe Company, Diamond Shoe Company, Fred F. Field Company, Howard & Foster Company, George E. Keith Company, Preston B. Keith Shoe Company, A. E. Little & Co., C. S. Marshall Company, M. A. Packard Company, Bion F. Reynolds, Stacy-Adams Company, E. E. Taylor Company, Thompson Brothers, Inc., Whitman & Keith Company, and cutters. (351)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by the above-named employers in Brockton to employees of average skill and capacity: —

	Per Hour.
Shoe cutting, . . . . .	\$0 70
Cloth-lining cutting, . . . . .	60

By the Board,

BERNARD F. SUPPLE, *Secretary*.

### STACY-ADAMS COMPANY — BROCKTON.

On July 16 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Stacy-Adams Company, shoe manufacturer of Brockton, and engineers. (99)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that \$35 per week shall be paid by Stacy-Adams Company at Brockton to engineers for the work as there performed.

By agreement of the parties this decision shall take effect from April 22, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**E. E. TAYLOR COMPANY — BROCKTON.**

On July 16 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and finishers. (164)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there shall be no change in the price paid by E. E. Taylor Company at Brockton for stoning, brushing and heelkeying men's civilian shoes, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

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**L. Q. WHITE SHOE COMPANY — BRIDGEWATER.**

On July 22 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and lasters. (109)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 47½ cents per 24 pair shall be paid by L. Q. White Shoe Company at Bridgewater for side-lasting by hand, as the work is there performed.

By agreement of the parties this decision shall take effect from April 8, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**GENERAL ELECTRIC COMPANY — LYNN.**

On July 27 the following recommendation was issued: —

*To the General Electric Company and its Striking Employees at Lynn, Mass.*

Pending further investigation of the matters in controversy, the State Board recommends an immediate resumption of the industry. The production of the company and the labor of the employees are urgently required by the government. Each day the strike continues there is a loss in excess of 10,000 days of productive labor. The successful prosecution of the war imperatively demands that this great economic loss shall cease.

The president of the United States proclaimed on April 8 that the State and Nation had created tribunals for the treatment of industrial disputes, and urged upon all employers and employees to submit their disputes to these tribunals without resorting to lockout or strike as a means of enforcing demands. Under this proclamation and the statutes of the Commonwealth the rights of the parties in industrial disputes are protected, the only condition being that the industry be not interrupted by strike or lockout.

The Board recommends: —

That the striking employees of the General Electric Company of Lynn return to work at the usual time on Monday, July 29, and that the employer receive them back without prejudice or discrimination, and reinstate them to their former positions without loss of seniority of service or of bonuses.

That the question of wages and hours be adjusted between the company and the employees after they shall have returned to work, and in any case of a failure to agree relative to these questions, the dispute shall be submitted to the State Board for determination.

That the final adjustment as to wages, whether by agreement of parties or by decision of the State Board, shall be retroactive from the date the employees return to work.

That the alleged unfair discharge of sixteen persons, more or less, referred to at the hearing, shall within ten days be investigated by the company. In case the company shall not reinstate the employees, those not reinstated may appeal for a decision of the State Board. In case of reinstatement, either by the company or by the State Board, the wages of the employees so discharged and reinstated shall be paid without any deductions for time lost since their discharge.

That no discrimination shall be exercised against any employee either by the employer or by any other employees because such employee is or is not a member of a labor union.

That, in accordance with the principles of the National War Labor Board, nothing contained in these recommendations shall prevent the company from continuing an "open shop."

For the purpose of establishing a method that will assist the parties in maintaining peaceful relations pursuant to the principles enunciated by the National War Labor Board, and in accordance with the suggestion of the Commissioner of the Department of Labor, although not an issue in this controversy, the State Board further recommends that a plan shall be devised and adopted which will provide representation to employees through committees composed of employees chosen inside the works by substantially all the employees.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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**HOLYOKE STREET RAILWAY COMPANY — HOLYOKE.**

On August 6 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Holyoke Street Railway Company of Holyoke and employees.*  
(235)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the Holyoke Street Railway Company of Holyoke shall pay to motormen, conductors and track-greasers in its employ an increase of 6 cents per hour over present prices; and an increase of 8 cents per hour over the rates of wages fixed by the award of September 17, 1916, to linemen, shop and car-house employees and truckmen for work as performed. The wage of any employee who has by agreement received in excess of 8 cents an hour since said award shall not be reduced. As to other conditions in the contract between the parties, pending its expiration October 1, 1918, no change.

By agreement of the parties, this decision shall take effect from June 14, 1918, to October 1, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary*.







Filling and warp spinning departments: —	Per Hour.
Oilers and roving men, . . . . .	\$0 30
Cleaners, . . . . .	27
Sweepers, . . . . .	28
17½ per cent. increase over the rates previous to June 17, 1918: —	
Carding department: —	
Slubbers.	
Intermediate.	
Fly frames.	
Filling spinning: —	
Spinners.	
Doffers.	
Warp spinning: —	
Spinners.	
Doffers.	
Spooling and warping departments: —	
Beamers and yarn hands.	
Tying-in hands.	
Spooling and warping departments: —	
Spoolers, No. 22 yarn, per box of 124 bobbins or less, 10 cents.	

By agreement of the parties this decision shall take effect as of the date of the return to work.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

### **HOLYOKE STREET RAILWAY COMPANY — HOLYOKE.**

On August 29 the following recommendation was issued: —

*In the matter of the controversy between the Holyoke Street Railway Company and engineers and firemen employed in the first-class power plant of the company at Holyoke, Mass.*

Having considered the question of wage, which is the subject-matter of the controversy, investigated the conditions under which the work is performed and ascertained the going rate of wages paid for that class of employment in other industries in Holyoke, the Board recommends that the company pay and the employees accept 69 cents an hour for operating engineers, and \$4.50 a day for firemen, the change in wage to date from July 1, 1918, and to remain in effect until changed by agreement of parties or by arbitration.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**STACY-ADAMS COMPANY — BROCKTON.**

On September 5 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Stacy-Adams Company, shoe manufacturer of Brockton, and lasters. (143)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there shall be no change in the prices now paid by Stacy-Adams Company at Brockton for the following items of work, as there performed: —

Tacking on and trimming insoles by hand.

Tacking on insoles by machine and trimming by hand.

Assembling by hand: mating vamps, chalking lasts (dry chalk), shellacking boxes, pasting and inserting counters, pasting heel-stay, driving tacks at heel by hand.

Assembling by hand, as above described, omitting shellacking boxes.

Operating pulling-over machine.

Side-lasting by hand.

Operating No. 5 bed machine: —

Dull leathers; no box or with box.

Colored leathers; no box or with box.

Colored kid; no box or with box.

Colored cordovan; no box or with box.

Black cordovan; no box or with box.

Patent leathers; no box or with box.

Combination cases.

Where operators are required to wet dry shoes.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**WILLIAMS-KNEELAND COMPANY — BRAINTREE.**

On September 5 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Williams-Kneeland Company, shoe manufacturer of Braintree, and welters. (194)*

Having considered said application, and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that \$0.2541 per 12 pair shall be paid by Williams-Kneeland Company at Braintree for welting women's shoes, as the work is there performed; this price to take effect from June 18, 1918, to July 27, 1918, with a 10 per cent. increase thereafter by agreement of the parties.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

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**HUDSON UPPER COMPANY — HUDSON.**

On September 17 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between the Hudson® Upper Company of Hudson and shoe cutters. (251)*

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work in question and the conditions under which it is performed, the Board awards that \$25.50 per week of 54 hours shall be paid by the Hudson Upper Company at Hudson for cutting, as the work is there performed, the decision to take effect from this date; that on November 1, 1918, an increase of one-quarter of a cent per 100 units shall be paid.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**CASS & DALEY SHOE COMPANY — SALEM.**

The following decision was rendered on September 19: —

*In the matter of the joint application for arbitration of a controversy between Cass & Daley Shoe Company of Salem and McKay-sewers.*  
(239)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by Cass & Daley Shoe Company of Salem in Factory B for the work as there performed: —

McKay-sewing: —										Per 12 Pair.
Growing girls' shoes,	.	.	.	.	.	.	.	.	.	\$0 10
Misses' shoes,	.	.	.	.	.	.	.	.	.	09
Children's and infants' shoes,	.	.	.	.	.	.	.	.	.	08½

By agreement of the parties this decision shall take effect from July 15, 1918.

By the Board,  
BERNARD F. SUPPLE. *Secretary.*

**L. Q. WHITE SHOE COMPANY — BRIDGEWATER.**

On September 23 the following decisions were rendered: —

*In the matter of the joint applications for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and employees.*  
(225, 242)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices

be paid by L. Q. White Shoe Company at Bridgewater to employees in stitching, lasting and making departments for work as there performed upon army shoes, specification No. 1323: —

	Per 24 Pair.
Tongue-stitching, not turned, without gauge, . . . . .	\$0 16
Inserting rivets, . . . . .	04
Pulling-over by machine, . . . . .	16
Side-lasting by hand, . . . . .	35
Operating No. 5 bed machine, . . . . .	55
Pulling tacks by machine, . . . . .	06
Pulling tacks and toe wire, . . . . .	06
By agreement of the parties: —	
Trimming inseams, toes, by hand, . . . . .	04
Pulling lasts, . . . . .	08
Loose-nailing shanks and toes, . . . . .	08
Hobnailing foreparts and heels, . . . . .	1 08

By agreement of the parties the above prices shall take effect from the "beginning of order."

	Per 24 Pair.
Marking eyelet row, . . . . .	\$0 02
Lacing, Ensign machine, . . . . .	04
Tacking insoles by machine, . . . . .	06
Seaming eyelet facing to tongue, . . . . .	10
Assembling, . . . . .	20

By agreement of the parties the above prices shall take effect from July 10, with the exception of the item of assembling, which shall take effect from July 22, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

*In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and employees.*  
(252)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by L. Q. White Shoe Company to employees in Bridgewater for work as there performed upon army shoes, specification No. 1324: —

	Per 24 Pair.
Operating No. 5 bed machines, . . . . .	\$0 96
Loose-nailing top soles, . . . . .	14
Roughrounding, . . . . .	18½
Goodyear stitching, . . . . .	48
Trimming edges, when roughrounded, . . . . .	44
By agreement of the parties:—	
Side-lasting, . . . . .	50
Laying top soles, . . . . .	20
Laying double soles, . . . . .	15
Operating Standard Screw machine, . . . . .	30
Leveling, . . . . .	10½
Putting on plate and top-lift, Lightning machine, . . . . .	20
Heel shaving:—	
If heels are rounded, . . . . .	09
If heels are not rounded, . . . . .	13
Pulling lasts, . . . . .	07
Pricking, hobnailing forepart and top-lift and putting on toe plate, . . . . .	1 45

By agreement of the parties the above prices shall take effect from the "beginning of order."

By the Board,

BERNARD F. SUPPLE, *Secretary*.

### GREGORY & READ COMPANY—LYNN.

On September 24 the following decision was rendered:—

*In the matter of the joint application for arbitration of a controversy between Gregory & Read Company, shoe manufacturer of Lynn, and vamps. (262)*

This application presents for consideration four patterns, two of which are exhibited as Nos. 1910–1930 and 1970, and relate to cylinder vamping; the other two are exhibited as Nos. 2420 and 2480, and relate to circular vamping. The work in question is defined by the parties as "vamping either flat or cylinder-vamp shoes with the so-called camouflage formation in the throat." The question submitted to the Board, as explained at the hearing, is whether the price should or should not be extra over the established price for vamping.

Having considered said application, heard the parties by their duly authorized representatives, investigated the character of the work which is the subject-matter of the controversy, and inspected the said



patterns, the Board awards that no extra price shall be paid by Gregory & Read Company at Lynn for vamping shoes having vamps of the said patterns.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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#### **SHOE WORKERS — HAVERHILL.**

On September 25 the Board issued the following report: —

*In the matter of a controversy at Haverhill between certain shoe manufacturers and recent employees.*

The Board, having considered the industrial relations and the controversy which has arisen in Haverhill between shoe manufacturers and recent employees, finds that the controversy is injurious to the good will so necessary to successful and economic production, especially when patriotism demands from every citizen the best that he can do for the common welfare.

To the end that production may be continued and increased, and that any differences which may arise shall be adjusted by the peaceful methods embodied in our laws for securing and maintaining industrial peace, the Board recommends that the strike be declared off, that the employees now out on strike, as many as desire, shall return to their occupations in Haverhill, and that the employers receive without discrimination those who apply for vacant positions or assist them in obtaining employment.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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#### **BACON-ROLLINS COMPANY — LYNN.**

On October 24 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Bacon-Rollins Company, shoe manufacturer of Lynn, and stitchers. (266)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work

and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board finds that the price for pump-stitching Mary Janes or Baby Dolls in the factory of Bacon-Rollins Company at Lynn was established by agreement of the parties at 99 cents per 36 pair, dating from May 8, 1918, and awards no change.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**BACON-ROLLINS COMPANY, BARTLETT-SOMERS COMPANY,  
BROPHY BROTHERS SHOE COMPANY, COTTER SHOE  
COMPANY, A. M. CREIGHTON, A. FISHER & SON, GREGORY  
& READ COMPANY, JOSEPH I. MELANSON & BROTHER,  
WELCH SHOE COMPANY — LYNN.**

The following decision was rendered on October 29: —

*In the matter of the joint application for arbitration of a controversy between McKay-stitchers and nine members of the Lynn Shoe Manufacturers' Association, namely: Bacon-Rollins Company, Bartlett-Somers Company, Brophy Brothers Shoe Company, Cotter Shoe Company, A. M. Creighton, A. Fisher & Son, Gregory & Read Company, Joseph I. Melanson & Brother, Welch Shoe Company.*  
(250)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following increases shall be paid by the above-named shoe manufacturers in Lynn for the work as there performed: —

McKay-stitching: —		Per Cent.
Regular work,	.	13
Pointed-toe shoes, when stitched around the toe,	.	25

By agreement of the parties this decision shall take effect as of July 1, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**HOWES BROTHERS COMPANY — BOSTON.**

On October 29 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Howes Brothers Company of Boston and leather handlers.*  
(323)

Having considered said application and heard the parties by their duly authorized representatives, the Board awards that a minimum of \$25 per week shall be paid by Howes Brothers Company at Boston to leather handlers of average skill and capacity that have been employed by the company for the term of three months.

By agreement of the parties this decision shall take effect as of September 19, 1918. The wages of employees receiving more than \$25 per week on September 19 are not to be reduced.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**L. Q. WHITE SHOE COMPANY — BRIDGEWATER.**

On November 19 the following decisions were rendered: —

*In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and cutters.* (306)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by L. Q. White Shoe Company at Bridgewater for the work as there performed: —

Outside-cutting, by hand or machine: —		Per 50-hour Week.
By men advanced from top-cutting: —		
First six months, . . . . .		\$27 00
Second six months, . . . . .		28 80
Thereafter, the regular rate.		
Top-cutting, inexperienced men beginning as apprentices: —		
First six months, . . . . .		18 00
Second six months, . . . . .		22 00

Fortuna skiving: —										Per 50-hour Week.
First two months,	.	.	.	.	.	.	.	.	.	\$12 00
Second two months,	.	.	.	.	.	.	.	.	.	14 00
Third two months,	.	.	.	.	.	.	.	.	.	16 00
Thereafter, the regular rate.										

By the Board,

BERNARD F. SUPPLE, *Secretary*.

*In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and vampers.*  
(328)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 82 cents per 24 pair shall be paid by L. Q. White Shoe Company at Bridgewater for vamping army shoes (specifications Nos. 1323 and 1324).

By agreement of the parties this decision shall take effect as of date of October 14, 1918.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

*In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and stitchers.*  
(333)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 20 cents per 24 pair shall be paid by L. Q. White Shoe Company at Bridgewater for stitching tongues on army shoes (specifications Nos. 1323 and 1324) when the vamps are reversed.

By agreement of the parties this decision shall take effect from the date of the beginning of order.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**LEWIS A. CROSSETT, INC. — ABINGTON.**

The following decision was rendered on November 21: —

*In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and repairers. (304)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by Lewis A. Crossett, Inc., at Abington for the work as there performed: —

	Per Hour.
Special repairers, . . . . .	\$0 4436
Regular repairers on russet or black shoes, . . . . .	4032
Apprentices: —	
First six months, . . . . .	31
Second six months, . . . . .	35
After one year, . . . . .	4032

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**J. H. WINCHELL & CO., INC. — HAVERHILL.**

On December 5 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees. (311)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by J. H. Winchell & Co., Inc., at Haverhill for the work as there performed (no percentage to be added): —



Edge trimming:—		Per 12 Pair.
On the last,	. . . . .	\$0 30
Off the last,	. . . . .	28
Leveling,	. . . . .	05

By the Board,

BERNARD F. SUPPLE, *Secretary.*

### GRANITE CUTTERS — QUINCY.

On December 16 the following report was issued:—

*In the matter of the controversy between the manufacturers and cutters of granite, involving a suspension of work at Quincy.*

At a meeting this day for the purpose of ascertaining the facts of the said controversy and how best to terminate the difficulty, both parties thereto having been invited to assist, the manufacturers appeared by committee and were heard. The employees did not in any way respond.

The Board finds that the controversy relates to wages, and therefore is a proper one to be determined by arbitration as provided in the labor laws; that the parties in an existing agreement, signed on April 13, 1916, to remain in force for five years without suspension of work, provided a plan of mutual adjustment, the principle of which is also consistent with our laws, as follows: conference of parties with a view to agreement, and, in case of disagreement, submission to an umpire of their choice whose decision shall or ought to be final, pending which it is again particularly stated there shall be no suspension of work. The Board further finds that while the method of private adjustment laid down in the agreement may have been mentioned by implication, it has not been resorted to, perhaps for the reason it had never been specifically proposed; and finds that the closed condition of the Quincy yards is due to the employees quitting the work of cutting granite.

Accordingly the Board recommends that the parties proceed at once to a conference as provided in the adjustment clause, so called, of the agreement of April 13, 1916; that the determination reached by the resulting agreement or by umpire shall take effect from the date of returning to work; and that the cutters return to work pending such determination.

By the Board,

BERNARD F. SUPPLE, *Secretary.*



**RICHARDS & BRENNAN COMPANY — RANDOLPH.**

On December 27 the following decision was rendered: —

*In the matter of the joint applications for arbitration of a controversy between Richards & Brennan Company, shoe manufacturer of Randolph, and employees. (335-338)*

Having considered said applications, and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there shall be no change in the prices now paid by Richards & Brennan Company at Randolph for Goodyear-stitching, roughrounding and edgetrimming women's shoes, as the work is there performed. By agreement of the parties there shall be no change in the price paid for Goodyear-welting women's shoes; lighter toe wire and Johnson gem innersole to be used, tacks to be reset and welt knife to be put on the machine.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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**W. L. DOUGLAS SHOE COMPANY — BROCKTON.**

On January 15, 1919, the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and vamps. (346)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards \$1.175 plus 45.2 per cent. per 24 pair to be paid by W. L. Douglas Shoe Company at Brockton for vamping "so-called army shoes, under present method on one-needle machine."

By agreement of the parties this decision shall take effect as of the date of the introduction of the present method.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**LYNCH SHOE COMPANY, INC. — LYNN.**

On January 15, 1919, the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Lynch Shoe Company, Inc., of Lynn and levelers. (366)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there shall be no change in the price now paid by the Lynch Shoe Company, Inc., at Lynn for leveling as the work is there performed on the Model C (No. 20) automatic machine.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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**J. H. WINCHELL & CO., INC. — HAVERHILL.**

On January 21, 1919, the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees. (347)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by J. H. Winchell & Co., Inc., at Haverhill for the work as there performed: —

	Per 12 Pair.
Heeling on Model B machine, off the last,	\$0 07
Rough-scouring:—	
Two papers,	06
One paper,	04
Fine-scouring:—	
One-paper work,	03½
Two-paper work,	03

By the Board,  
BERNARD F. SUPPLE, *Secretary.*

**IDEAL VOGUE SHOE COMPANY—HAVERHILL.**

On January 21, 1919, the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between the Ideal Vogue Shoe Company of Haverhill and treers. (371)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by the Ideal Vogue Shoe Company at Haverhill for the work as there performed:—

## TREEING.

TREEING.		Per 12 Pair.
Black vici boots and oxfords: ironed, cleaned and ragged up,	No change.	
Gun metal boots and oxfords: ironed, cleaned, one coat of composition applied and ragged off,		\$0 30
Brown kid boots and oxfords: ironed all over, cleaned and ragged up,	No change.	
Gray kid boots and oxfords: ironed, cleaned and ragged up,	No change.	
Dark brown calf boots and oxfords: ironed, cleaned and ragged up,		30
Hour work, \$0.45 per hour.		

By the Board,  
BERNARD F. SUPPLE, *Secretary.*

**SLATER & MORRILL, INC. — BRAINTREE.**

On January 28, 1919, the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between Slater & Morrill, Inc., shoe manufacturer of Braintree, and edgeseeters. (361)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by Slater & Morrill, Inc., at Braintree for the work as there performed: —

Edgeseetting: —

Per 12 Pair.

Women's shoes: —

White-tag grade, . . . . . \$0 36 plus 45%<sub>10</sub> per cent.

Blue-tag grade, . . . . . 25 plus 45%<sub>10</sub> per cent.

Men's shoes, . . . . . No change.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

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**MEDIATION.**

Difficulties not submitted to arbitration must be composed in another way, if at all. The law provides for mediation with a view to reconciling parties who for one reason or another remain apart, and the process varies with circumstance. In ordinary times the Board, with or without notice from the local authorities or from some person involved, approaches both parties with suggestions of their coming together and agreeing. There are oral and written communications, separate interviews, conferences of parties in

the presence of the Board or public hearings to disclose the true situation, and it sometimes happens that interests involved in a particular case are so refractory as to require the use of all these means. The presence of new elements of labor in 1918, and the exigency of the Federal government as a quasi employer, gave rise to knotty problems, and the Board, finding that the War Department's agencies preferred to accelerate production by cutting rather than untying the knots, witnessed many departures from customary practice. A Federal tribunal reserved to itself the sole jurisdiction in sixty-five cases and referred two cases to the sole action of this Board. In other cases there was concurrent action, the Federal policy and the operation of the State law having been harmonized in appointed meetings of the two Boards at Washington and elsewhere. In view of the rising market, the unrest of labor, military demands, and the policy of maintaining production the employees in most instances gained almost, if not quite, all that they sought.

Difficulties having come to its notice in various ways, the Board assisted in bringing about a resumption of work in 41 cases originating in strike, and in 122 that involved strikes at a later stage or the contingency of some kind of hostile action. The Board's services were invoked by employer or employed after the onset of difficulties in 49 cases, and by some department of public service in 40 instances. Employees' committees visited the Board spontaneously in 38 controversies. The Board interposed of its own motion in 124 cases, offering its services in 360 communications and in 76 visits to places of difficulty. Parties were induced to enter into 27 conferences to negotiate settlements, and



8 public hearings were given for the purpose of ascertaining responsibility. Strikes were abandoned in 35 instances; mutual settlements resulted from the Board's advice in 34 cases.

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#### **NORMALITY CERTIFICATES.**

Chapter 347 of the Acts of 1914, as amended by chapter 89 of the General Acts of 1916, provides for the employer's application to this Board for a determination of the question whether a business once involved in a strike, lockout or other labor trouble has resumed its usual course. Certificates affirming that business "is being carried on in the normal and usual manner and to the normal and usual extent" were issued on such applications to the following-named employers: Bancroft-Walker Company; E. Bottomley & Co.; Bradley Shoe Company; Broadwalk Shoe Company; George F. Carleton & Co., Inc.; W. S. Chase & Sons, Inc.; Chesley & Rugg; H. S. Collins; Ellis, Eddy Company; Charles E. Ford; Gale Shoe Company; H. B. Goodrich & Co.; E. B. Hall Shoe Company; Hartman Shoe Company; F. B. Heath; Hilliard & Tabor, Inc.; Hopkins & Ellis; Knights, Allen Company; John Lancy, Jr.; F. E. Leavitt & Co.; George B. Leavitt & Co.; LeBosquet-Moore Company; Herman Lewis & Son; J. A. Manning Shoe Manufacturing Company; McCormick-Perry Shoe Company; Moxcey & Johnson; Horace W. Murray Company; The Newbury Shoe Company; Austin H. Perry Company; Rickard Shoe Company; Ruddock Shoe Company; Sheridan Brothers; Harris A. Smart; Stockbridge Shoe Company; Tessier & Bowdoin Company; F. J. Thompson, Inc.; Ira J. Webster Company, Inc.; Wentworth-Swett



Company; J. H. Winchell & Co., Inc.; Wingate Shoe Corporation; Witherell & Dobbins Company, all of Haverhill.

Certificates were also issued to: C. I. Brink, Inc., Boston (upon the second application); Columbia Tire and Top Company, Brookline; F. E. Earle Company, New Bedford; The Farnham-Nelson Company, Boston; Greene Brothers & Co., Boston; H. M. Hillson Company, Somerville; Hume Carriage Company, Brookline; George W. McNear, Brookline; New Bedford & Agawam Finishing Company (upon the second application); Packard Motor Car Company, Boston; E. Teel & Co., Medford; Chauncey Thomas & Co., Inc., Boston; Tri-Mount Overall Company, Boston.

The petition of Connell & McKone Company of Boston was dismissed without prejudice.

Two petitions, of Edward Vachon and J. Euclid Godbout of Haverhill, and of Herbert S. Emerson, William S. Slongwhite, Charles H. Willey, J. C. Blake, Hayden & Furber, John R. Lord, Cronk Brothers and William N. Wales of Haverhill, were withdrawn.

Respectfully submitted,

WILLARD HOWLAND,

J. WALTER MULLEN,

*Of the State Board of Conciliation and Arbitration.*

BERNARD F. SUPPLE,

*Secretary.*

FEBRUARY 1, 1919.

## MINORITY REPORT.

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*To the Senate and House of Representatives in General Court assembled.*

I have not assented to or signed the introduction and miscellaneous section of this report written by Secretary Supple and approved by Chairman Howland and Commissioner Mullen; therefore I respectfully present for your consideration a concise statement of the Board's work in 1918, together with further information which in my opinion is pertinent and useful.

The Board dealt with 385 industrial disputes in 1918. Of this number, 163 were adjusted by the processes of arbitration and the awards determined by the State Board. There were 59 petitions filed by employers asking the Board to issue a certificate that the industry of the petitioner was being carried on in a normal and usual manner and to the normal and usual extent, of which 3 were withdrawn, 2 were dismissed and 54 were issued. In the settlement of the remaining unclassified disputes, 163 in number, the processes of conciliation, mediation and public investigation were used with satisfying results.

Because of the endless demands made upon the members of the Board in the performance of their duties, and the lack of money at their disposal to employ competent service, no accurate record of the loss of hours of production and wages has been kept. For the same reason no attempt is made to

present in detail the history of each case in the last group. The papers in each case are available for inspection at the office of the Board. The awards in arbitration and public recommendations, however, are fully recorded in this report.

Industrial conditions were trying alike to employers and employees. At times during the year industrial relations reached a chaotic state. This unfortunate condition was brought about largely through the efforts of several agencies endeavoring to adjust the same dispute. The exigency of the Federal government as a quasi employer gave rise to knotty problems, and Federal departments were generously equipped with representatives who frequently conflicted with each other as well as the State Board in dealing with a dispute.

The State Board, by the exercise of patience and tolerance, has repaired much of the damage caused by well-meaning persons who, actuated by patriotic impulses and other considerations, created a condition in the industrial life without precedent in the employment history of this State. Controversies already in process of adjustment by the State Board were hastily snatched away by persons authorized by Governor McCall or some branch of the Federal government, the matters in dispute as hastily considered, and an award made without considering its effect upon kindred industries, trade agreement between parties, or the statutes created by the General Court. As these cases grew in number it stimulated further controversies in other industries, which finally culminated in a strike in the shoe district of Brockton that came very near destroying a trade agreement which had endured for nearly twenty years.

The Federal departments, after some conflict each with the other, finally resorted to co-ordinate action, and the State Board's recommendation was accepted as the basis of settlement.

The employees in some instances were encouraged to refer a demand for an increase in wages to the executive head of one of the many war divisions, with the understanding that what was asked by them would be given. This condition seriously threatened the whole structure of industrial life. Agents of this division solicited cases of this kind as actively as though they were representatives of a sales department of a commercial industry, until checked by the State Board through co-operation with Washington.

Very naturally groups of employees looked the field over and selected the tribunal which in their opinion would award them the highest wage. In more than one instance strikes were called in an endeavor to enforce a demand that a certain tribunal should adjudicate the wage dispute; in other instances it was made a condition precedent to calling off a strike that a certain tribunal would consent to take up the dispute. In one instance an entire community was deprived of its street car service for several days so that labor representatives at Washington could promise a resumption of the service if a certain tribunal would take jurisdiction.

This does not mean that employees or representatives of employees took an unfair advantage of the public; they merely took advantage of a condition which ought not to have been created. No law has yet been enacted which will compel employees to work or an employer to employ them. Employment relation is established by mutual agreement;

its continuance is based upon mutual agreement or understanding.

For three years prior to 1917 the State Board had secured the co-operation of employees and employers to an extent that the number of strikes and lockouts were decreased over 70 per cent. At intervals from 1914 to 1917 the Board informed employees of three general methods open to them when seeking changes in working conditions, hours of labor and wages, as follows: —

*First.* — Confer with the employer, present the requests and discuss the details with him.

*Second.* — If no agreement is reached and the employer fails to satisfy you by conference that he is justified in refusing your requests, ask him to join with you in submitting the questions in dispute to a local board of arbitration chosen by the parties, or to the State Board.

*Third.* — If he declines to meet you in conference as described in the first method, or to join with you in referring the questions in dispute to arbitration, do not strike; simply notify the State Board of Conciliation by letter, telegram or telephone.

*Fourth.* — The employer has a like right of appeal, and should petition the State Board for an investigation before any interruption of industry.

*Fifth.* — No strike or lockout is justified unless the methods provided by the General Court have been exhausted.

These methods were favorably received and quite generally adopted. Then came the intrusion of other methods resulting in an epidemic of strikes and industrial turmoil.

Obviously industrial peace cannot be successfully maintained unless authority to deal with labor disputes is conferred upon one tribunal or commission. Distribution of such authority means the encouragement of chaos; concentration of authority makes for efficiency and control.



The appointment of an individual or a committee by executive authority to deal with a labor dispute has not been helpful to the public interest. It is also illegal and should not be further tolerated. If the members of the State Board are incapable of performing the duties assigned to them they should be speedily replaced by other men, but the State Board, having been created to deal with labor disputes, should be supported in its authority by all branches of the State government without stint or reluctance. With this support established, the Board will have no difficulty in securing the co-operation of all fair-minded employers and employees in the endeavor to restore and maintain industrial peace.

The duties performed by the State Board pursuant to statute are many. They impose the burden of long hours, utmost tolerance, general cheerfulness and at all times a clear sense of fairness. The industrial relations of the entire State are within the jurisdiction of the Board. The impression that prevails to some extent that the Board moves only when called in by one side or both is erroneous. The Board is authorized by statute to take the initiative at all times in the public interest without waiting to be called. Entire industries are, by signed agreement of parties, dependent upon the State Board for final adjudications of disputes.

Because of its semi-judicial duties some embarrassing obstacles are apparent in the effort to fit the State Board into a plan of consolidation, but I believe these can be overcome. I am in favor of the immediate consolidation of all boards and commissions and parts of boards and commis-



sions which deal with conditions of employment. In my opinion House Bill No. 1017, submitted for your consideration by the Supervisor of Administration, is fundamentally sound, and by the introduction of slight amendments will, if passed, establish a splendid organization that can function without skidding.

Respectfully submitted,

CHARLES G. WOOD,

*Member of State Board.*



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INDEX.

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# INDEX.

	PAGE
Bacon-Rollins Company, Lynn:	
Cutters, (37) . . . . .	36
McKay stitchers, (250) . . . . .	72
Stitchers, (266), . . . . .	71
Bag and Burlap Association, members of, Chelsea:	
Sorters, menders, etc., (152) . . . . .	51
Barry Company, T. D., Brockton:	
Cutters, (255) . . . . .	58
Cutters, (256) . . . . .	59
Cutters, (351) . . . . .	60
Lasters, (315) . . . . .	22
Bartlett Somers Company, Lynn:	
McKay stitchers, (250) . . . . .	72
Bates Company, A. J., Webster:	
Lasters, etc., (323) . . . . .	33
Lasters, (44) . . . . .	34
Bibeau Coal Company, Holyoke:	
Teamsters, (192) . . . . .	50
Brennan Boot and Shoe Company, Natick:	
Treers, (303) . . . . .	25
Brophy Brothers Shoe Company, Lynn:	
McKay stitchers, (250) . . . . .	72
Boston Carpenters, . . . . .	47
Casper Ranger Lumber Company, Holyoke:	
Millmen, (189) . . . . .	49
Cass and Daley Shoe Company, Salem:	
Buffers, (46) . . . . .	37
Heel shavers, etc., (325-327) . . . . .	31
McKay sewers, (239) . . . . .	68
Sole layers, (29) . . . . .	31
Chelsea Clock Company, Chelsea:	
Employees, (36) . . . . .	41
Churchill & Alden Company, Brockton:	
Box nailers, (144-146) . . . . .	52
Cutters, (256) . . . . .	59
Cutters, (351) . . . . .	60
Embossers, (147) . . . . .	52
Finishers, (74) . . . . .	39
Lacers, etc., (122) . . . . .	53
Tackfinders, (113) . . . . .	43
Citizen Coal Company, Holyoke:	
Teamsters, (192) . . . . .	50
City of Taunton, firemen . . . . .	64

	PAGE
Cohen Company, H., Chelsea:	
Ironworkers, (139, 151) . . . . .	50
Condon Brothers & Co., Brockton:	
Cutters, (256) . . . . .	59
Cutters, (351) . . . . .	60
Edgemakers, (42) . . . . .	42
Lacers, etc., (123) . . . . .	53
Tackfinders, (114) . . . . .	43
Continental Dye House, Boston, . . . . .	40
Contractors and mason tenders, Holyoke, . . . . .	49
Contractors, Holyoke:	
Carpenters, (158) . . . . .	48
Lumber millmen, (189) . . . . .	49
Contractors, Springfield:	
Shovelers, (157) . . . . .	45
Cotter Shoe Company, Lynn:	
McKay stitchers, (250) . . . . .	72
Creighton, A. M., Lynn:	
McKay stitchers, (250) . . . . .	72
Crossett, Inc., Lewis A., Abington:	
Repairers, (304) . . . . .	75
Cutters in Brockton and its vicinity, . . . . .	56
Diamond Shoe Company, Brockton:	
Cutters, (256) . . . . .	59
Cutters, (351) . . . . .	60
Lacers, etc., (124) . . . . .	53
Treers, (66) . . . . .	46
Doane Williams Company, Holyoke:	
Millmen, (189) . . . . .	49
Donovan Giles Company, Lynn:	
Vampers, (47) . . . . .	37
Douglas Shoe Company, W. L., Brockton:	
Channel turners, (135) . . . . .	46
Cutters, (256) . . . . .	59
Cutters, (351) . . . . .	60
Heelpod workers, (89) . . . . .	53
Tackfinders, (115) . . . . .	43
Vampers, (346) . . . . .	77
Eaton Company, C. A., Brockton:	
Boxnailers, (145) . . . . .	52
Cutters, (255) . . . . .	58
Cutters, (256) . . . . .	59
Cutters, (351) . . . . .	60
Lacers, etc., (125) . . . . .	53
Lasters, (316) . . . . .	22
Tackfinders, (116) . . . . .	43
Ellis & Co., A. D., Monson:	
Weavers, (163) . . . . .	54



	PAGE
Emerson Shoe Company, Rockland:	
Edgemakers, (26)	32
Engel Cone Company, Boston:	
Cutters, (28)	30
Field Company, Fred F., Brockton:	
Cutters, (255)	58
Cutters, (256)	59
Cutters, (351)	60
Lacers, etc., (126)	53
Tackfinders, (117)	43
Firemen, municipal lighting, Taunton,	64
Fisher & Son, Lynn:	
McKay stitchers, (250)	72
General Electric Company, Lynn,	62
Goodman & Company, dyers, Boston,	40
Granite cutters, Quincy,	76
Gregory & Reed Company, Lynn:	
Cutters, (22)	36
McKay stitchers, (250)	72
Vampers, (262)	70
Grover's Sons, J. J., Stoneham:	
Stitchers, etc., (91)	44
Hennessey, Maxwell & Hennessey Shoe Company, Lynn:	
Lining makers, (18)	35
Vampers, (72)	34
Hoag & Walden, Inc., Lynn:	
Vampers, (72)	34
Holyoke Coal and Wood Company, Holyoke:	
Teamsters, (192)	50
Holyoke Street Railway Company, Holyoke:	
Carmen, (235)	63
Firemen, engineers, (13)	29
Holyoke Street Railway Company, Holyoke,	65
Howard & Foster Company, Brockton:	
Cutters, (256)	59
Cutters, (351)	60
Howes Brothers Company, Boston:	
Leather handlers, (323)	73
Hudson Upper Company, Hudson:	
Cutters, (251)	67
Ideal Vogue Shoe Company, Haverhill:	
Treers, (371)	79
Jewellers, North Attleborough,	26
Keith Company, George E., Brockton:	
Cutters, (255)	58
Cutters, (256)	59
Cutters, (351)	60
Embossers, (148)	52

	PAGE
Keith Company, George E., Brockton — <i>Concluded.</i>	
Lacers, etc., (127) . . . . .	53
Lasters, (318) . . . . .	24
Tackfinders, (118) . . . . .	43
Keith Shoe Company, Preston B., Brockton:	
Cutters, (256) . . . . .	59
Cutters, (351) . . . . .	60
Lacers, etc., (128) . . . . .	53
Kimball, W. & V. O., Haverhill:	
Edgesetters, (107) . . . . .	54
Skivers, (75) . . . . .	39
Leonard & Barrows, Middleborough:	
Vampers, (5) . . . . .	17
Lipsitz Company, J., Chelsea:	
Ironworkers, (139, 151) . . . . .	50
Little & Co., A. E., Brockton:	
Cutters, (256) . . . . .	59
Cutters, (351) . . . . .	60
London Dye House, Boston, . . . . .	40
Lynch Shoe Company, Inc., Lynn:	
Levelers, (366) . . . . .	78
Lynn Shoe Manufacturers' Association, members of, Lynn:	
Edgesetters, (61) . . . . .	44
Lasters, (3) . . . . .	43
McKay stitchers, (250) . . . . .	72
Marshall Company, C. S., Brockton:	
Boxnailers, (146) . . . . .	52
Cutters, (256) . . . . .	59
Cutters, (351) . . . . .	60
Embossers, (149) . . . . .	52
Lacers, etc., (129) . . . . .	53
Marston, C. S., Haverhill:	
Packers, (45) . . . . .	32
Mason tenders, Holyoke, . . . . .	49
Mediation, summary of proceedings, . . . . .	80
Melanson & Brother, Lynn:	
McKay stitchers, (250) . . . . .	72
Merrick Lumber Company, Holyoke:	
Millmen, (189) . . . . .	49
Mitchell-Caunt Company, Lynn:	
Vampers, (21) . . . . .	27
Morse Twist Drill and Machine Company, New Bedford, . . . . .	17
Naumkeag Steam Cotton Company, Salem:	
Textile operatives, (219) . . . . .	64
Normality, list of certificates and petitions, . . . . .	82
Packard Company, M. A., Brockton:	
Cutters, (256) . . . . .	59
Cutters, (351) . . . . .	60

	PAGE
Packard Company, M. A., Brockton — <i>Concluded.</i>	
Lacers, etc., (130) . . . . .	53
Lasters, (319) . . . . .	24
Paper manufacturers, Holyoke:	
Firemen, (15) . . . . .	30
Progressive Metal and Rubber Association, members of, Chelsea:	
Employees, (151) . . . . .	50
Reynolds, Bion F., Brockton:	
Cutters, (256) . . . . .	59
Cutters, (355) . . . . .	60
Reynolds Company, Luke W., Brockton:	
Skinners, (54) . . . . .	35
Richards & Brennan Company, Randolph:	
Edgetrimmers, (338) . . . . .	77
Goodyear stitchers, (336) . . . . .	77
Goodyear welters, (335) . . . . .	77
Roughrounders, (337) . . . . .	77
Shoe workers in Haverhill factories, . . . . .	71
Slater & Morrill, Inc., Braintree:	
Edgesetters, (361) . . . . .	80
Edgetrimmers, (84) . . . . .	38
Lasters, (82) . . . . .	38
Lasters, (83) . . . . .	38
Stacy Adams Company, Brockton:	
Cutters, (256) . . . . .	59
Cutters, (351) . . . . .	60
Engineers, (99) . . . . .	60
Lasters, (143) . . . . .	66
Treers, (65) . . . . .	45
Taylor Company, E. E., Brockton:	
Cutters, (255) . . . . .	58
Cutters, (256) . . . . .	59
Cutters, (351) . . . . .	60
Edgesetters, (68) . . . . .	42
Embossers, (150) . . . . .	52
Finishers, (164) . . . . .	61
Lacers, etc., (131) . . . . .	53
Seamtrimmers, etc., (67) . . . . .	41
Tackfinders, (119) . . . . .	43
Telephone operators, New England, . . . . .	28
Thompson Brothers, Inc., Brockton:	
Cutters, (256) . . . . .	59
Cutters, (351) . . . . .	60
Lacers, etc., (132) . . . . .	53
Tackfinders, (120) . . . . .	43
Town Taxi, Inc., Boston:	
Chauffeurs, (196) . . . . .	55
Troy Dyeing and Cleansing Works, Boston, . . . . .	40

	PAGE
Union Coal and Wood Company, Holyoke:	
Teamsters, (192)	50
Welch Shoe Company, Lynn:	
McKay stitchers, (250)	72
Vampers, (17)	27
Vampers, (72)	34
White Shoe Company, L. Q., Bridgewater:	
Cutters, skivers, (306)	73
Lasters, makers, (252)	69
Makers, stitchers, (242)	68
Sidelasters, (109)	61
Sidelasters, (110)	56
Stitchers, (333)	74
Stitchers, lasters, makers, (225)	68
Vampers, (328)	74
Whiting Coal Company, Holyoke:	
Teamsters, (192)	50
Whitman & Keith Company, Brockton:	
Cutters, (256)	59
Cutters, (351)	60
Lacers, etc., (133)	53
Tackfinders, (121)	43
Williams Kneeland Company, Braintree:	
Welters, (194)	67
Winchell & Co., J. H., Haverhill:	
Edgemakers, (6)	33
Edgetrimmers, levelers, (311)	75
Heelers, etc., (347)	78
Heelshavers, (249)	23
Wireless Specialty Apparatus Company, Boston:	
Machinists, (85)	48